

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- x
JACQUELINE NIXON, QIANA NIXON, JASMINE
VARGAS, QUARECE NURSE, DEJA BLUNT, JAMOL
DONEGAN, LEVAL JEMMOTT, FRANKLIN MOULTRIE,

**STIPULATION AND
ORDER OF DISMISSAL**

Plaintiffs, 19-CV-7215 (PKC) (LB)

-against-

LT. OMAR BIRCHWOOD, D.I. JESSE LANCE,
ADMINISTRATOR OF THE ESTATE OF LT. MICHAEL
RAIMO,

Defendants.

----- x
WHEREAS, the parties have reached a settlement agreement and now desire to
resolve the remaining issues raised in this litigation, without further proceedings and without
admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, that

1. The above-referenced action is hereby dismissed with prejudice; and

2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to retain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York
May 31, 2022

VIK PAWAR PLLC
Attorney for Plaintiffs
20 Vesey Street, Suite 1410
New York, NY 10007
212-571-0805

By: 

Vikrant Pawar

HON. SYLVIA O. HINDS-RADIX
Corporation Counsel of the
City of New York
*Attorney for Defendants Birchwood, Lance,
and Administrator of the Estate of Lt.
Raimo*
100 Church Street, 3rd Floor
New York, New York 10007

By: 

Niki Slattery

SO ORDERED:

HON. PAMELA K. CHEN
UNITED STATES DISTRICT JUDGE

Dated: _____, 2022

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JACQUELINE NIXON, QIANA NIXON, JASMINE
VARGAS, QUARECE NURSE, DEJA BLUNT, JAMOL
DONEGAN, LEVAL JEMMOTT, FRANKLIN MOULTRIE,

**STIPULATION OF
SETTLEMENT**

Plaintiffs, 19-CV-7215 (PKC) (LB)

-against-

LT. OMAR BIRCHWOOD, D.I. JESSE LANCE,
ADMINISTRATOR OF THE ESTATE OF LT. MICHAEL
RAIMO,

Defendants.

WHEREAS, plaintiffs commenced this action by filing a complaint on or about
December 24, 2019, alleging that the defendants violated plaintiffs' federal civil rights; and

WHEREAS, defendants Lt. Omar Birchwood, D.I. Jesse Lance, and
Administrator of the Estate of Lt. Michael Raimo have denied any and all liability arising out of
plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the
terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with
prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2"
below.

2. The City of New York hereby agrees to pay plaintiff JACQUELINE NIXON the sum of Twenty Thousand (\$20,000.00) Dollars; plaintiff QIANA NIXON the sum of Twenty Thousand (\$20,000.00) Dollars; plaintiff JASMINE VARGAS the sum of Twenty Thousand (\$20,000.00) Dollars; plaintiff QUARECE NURSE the sum of Two Thousand Five Hundred (\$2,500.00) Dollars; plaintiff DIAJA BLUNT¹ the sum of Four Thousand (\$4,000.00) Dollars; plaintiff JAMOL DONEGAN the sum of Two Thousand Five Hundred (\$2,500.00) Dollars; plaintiff LEVAR JEMMOTT² the sum of Seven Thousand Five Hundred (\$7,500.00) Dollars and plaintiff FRANKLIN MOULTRIE the sum of Two Thousand Five Hundred (\$2,500.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiffs agree to dismiss with prejudice all claims against the defendants and to release defendants Lt. Birchwood, D.I. Lance and Administrator of the Estate of Lt. Raimo; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiffs' civil rights and any and all related state law claims, from the beginning of the world to the date of the General Releases, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs each shall execute and serve on the City of New York's attorney by legal tender (either by personal service or certified mail) at 100 Church Street, New York, New York 10007 all documents necessary to effect this settlement, including, without limitation, a General Release, based on the terms of paragraph "2" above, IRS Form W-9's signed by plaintiffs and their attorney, and an Affidavit of Status of Liens. Prior to tendering the requisite

¹ Being the same individual who filed the complaint in this action under the name Deja Blunt.

² Being the same individual who filed the complaint in this action under the name Leval Jemmott.

documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiffs agree to hold harmless defendants regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare claims are not satisfied, defendants and the City of New York reserve the right to issue a multiparty settlement check naming the Medicare provider as a payee or to issue a check directly to the Medicare provider for the amount claimed in the Medicare provider's final demand letter.

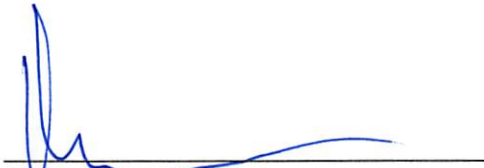
7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the

subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
May 31, 2022

VIK PAWAR PLLC
Attorney for Plaintiffs
20 Vesey Street, Suite 1410
New York, NY 10007
212-571-0805

By:


Vikrant Pawar

HON. SYLVIA O. HINDS-RADIX
Corporation Counsel of the
City of New York
*Attorney for Defendants Birchwood, Lance,
and Administrator of the Estate of Lt.
Raimo*
100 Church Street, 3rd Floor
New York, New York 10007

By:


Niki Slattery